1951.

File No. O Factori 51

Legal Department

BRANCH A

Subject:— D237

Opinions Under the

Factories Act 1948

O Factories/51

File No.

Gen. 194 e.

38-A

C O N T E N T S

Legal Department File No.G.Factories/51.

Sr.No.	R.I./O.No.	Subject.	Pages.
		Opinions under the Factories Act,1948-	
1.	659 11/1/51. G.C.P.W.D. No. 527/48 8/1/1951.	Application of the Factories Act to Government Factories and works. (No copies for regic	1-2
2.	2189/5-2-1951.	Sections 2(m) 4 and 93. Determination of premises and precints of Factories.	3-6
3.	2608/10-2-1951.	Section 59(3) Whether the value of house accommodation provided to a worker will form part of the ordinary rate of wages as defined, in section 59(3).	7-8
4.	5259/2-4-1951.	Section 79. Whether leave with wages can be treated as interruption in service.	9-10
5.	1325/20-1-1951.	Section 2(n) & (o) 100(1)- Whether the Manager of the Mills can be considered an occupier within the meaning of section 2(n).	11-14
6.	7077/4-5-1951.	Section 6(3) and 106. Application for registration and licensing of factory by Capt. K.D.Paranjpe, lessee of Sugarcane Products of Industries Ltd.	15-18
7.	10934/11-7-1951.	Sections 78 to 80. Service Rules of M/s.Tata Oil Mills Co.Ltd. Whether in the event of a worker being discharged or dismissed for misconduct he would be entitled to payment for leave only as provided for in the Act or as provided for his service Rules if the service Rules are more favourable.	19-25

	~~12285/11-12-1951.~~	~~Section~~	
8.	12685/7-8-1951.	Section 61(10). At what point of time aproposed change in the system of work is required to be notified under section 61(10).	25-26
9.	16862/23-10-1951.	Section 46(1). Bombay Factories Rules,1950. Rule,78. Maintenance of Canteens.	27-28
10.	16225/13-10-1951.	Section 2(k). Whether the premises of the Secondary School Certificate Examination Board at Poona where the work of preparing the lists of candidates etc of. the S.S.C.Examination is being carried on with the hel. of the Hollerith equipment becomes subject to the Factories Act,1948.	~~35-36~~ 29-34
11.	19806/10-12-1951.	Section 2(n) & (o). Whether in the case of proprietary concerns which may have no Board of Directors or share holders or which may have no partners as in the case of private firms, the proprietor can delegate under this Act powers and duties of the occupier to the Manager by a power of Attorney.	35-36
12.	20377/21-12-1951.	Bombay Factories Rules,1951, rule 5. Whether renewed licences can be issued under the stamped signature of the Chief Inspector of Factories.	37-38
3.	19813/10-12-1951.	Section 100. Whether the appointment of the Branch Manager as 'Occupier' by a power of Attorney would make him liable as occupier under section.100.	39-42

DI.28/8/

Office of the R.L.A.

The Factories Act, 1948. Sections 2(m), 4 and 93

Determination of premises and precincts of factories.

The Chief Inspector of Factories had reported that the following types of cases are the ones where the difficulty about deciding the exact meaning of "premises" and "precincts" of the factories is felt:

(i) Part of factory work being carried out on ground floor room and part of it in any other room in any other floor in the same building.

(ii) Part of factory workers are working in room or rooms in one building while other section of workers is working in another room or rooms in another building.

(a) Buildings owned by the same person.

(b) Buildings owned by different persons.

According to him, so long as there is no public road separating the premises or precincts thereof, the whole place is considered as one premises. The question for the R.L.A's consideration is how in the aforesaid cases "premises" and "precints" are to be determined for the purpose within the meaning of section 2(m) of the Factories Act.

Section 2(m) of the Factories Act,1948, defines "factory" as meaning any premises, including precincts thereof-

(i) whereon ten or more workers are working, or were working on any day of the proceding twelve months, an. in any part of which a manufacturing process is being carried on with the aid of power, or is ordinarily so carries on, or

(ii) Whereon twenty or more workers are working, or were working on any day of the preceding twelve months, and in any part of which a manufacturing process is being carried on without the aid of power or is ordinarily so carried on-

But does not include a mine subject to the operation of the Indian Mines Act,1923, or a railway running shed. Under section 4 power vests in Government to direct that different departments or branches of a specified factory shall be treated as apparate factories for all or any of the purposes of this

Act.....

Act. Section 85(1) empowers Government to declare that all or any of the provisions of this Act shall apply to any place wherein a manufacturing process is carried on with or without the aid of power or is so ordinarily carried on notwithstanding, etc. In the headnote to this provision reference is made to "premises" while in the section itself it is made to any "place", so that "premises" and "place" seem to have been used in the same sense. Section 93 provides that, where in any premises separate buildings, or in any building separate parts of the building or separate parts of the building or separate parts of any room therein are leased or occupied by differeent persons in such a manner as to constitute separate factories, the owner of thepremises or building, as the case may be, shall be liable, instead of the occupier of the factory for any contravention in or in respect of any part of the premises or building which is used as a factory of certain provisions specified therein. Although the words"premises" and "precincts" have not been ~~af~~ defined in the Act, the aforesaid provisions give a clear indication that they include any place where a manufacturing process is carried on so as to constitute a factory. It is, therefore clear that this place may include separate buildings or separate parts of a building or even separate parts of a room so as to constitue "premises" within the meaning of section 2(m) . As defined in Murray's Oxfored Dictionary, "premises" ~~within the meaning of~~ means a house or building with its grounds or other appurtenances, and the word "precinct~~s~~ means the space enclosed by the walls or other boundaries of a particular place or building, or by an imaginary lince drawn around it; in plural, often applied more vaguely to the region lying immediately around a place without distinct reference to any enclosure ; the environs; a boundary or

limit of compass. The word "premises" is used to signify a distinct and definite locality. It may mean a room, shed building or other definite area (see Black's Law Dictionary, p.1403). Bearing in mind the indications afforded by the Factories Act itself and the general meaning attached to the words "premises" and "factory", the following answers can be given to the questions raised:

(i) If part of work is carried out on ground floor room and part in any other room on any other floor in the same building, both would certainly constitute a factory, provided the work carried on in such rooms does not comprise separate departments and such departments are not separately recognised as separate factories under section 4.

(ii) If part of factory workers are working in a room or rooms in onebuilding while the other section of workers are working in another room or rooms in another building, the rooms in both the buildings would constitute premises, provided the work carried on separately is not split up into separate factories and those departments are not separately recognised as factories.

(iii) If buildings are owned by the same person, then section 93 may be attracted but that would not affect the question about the places being considered as "premises" within the meaning of the Act.

(iv) If buildings are owned by different persons the same consideration may arise, namely, the applicability of section 93.

Sd/J.R.D. 3/2

Remembrancer of Legal Affairs.

U.R. to Labour and H.D.,No.2189,dated the 5th February 1951.

EKN.27/6/

Office of the R.L.A.

Factories Act,1948. Sec.59(3).

The question raised for the R.L.A. consideration is whether the value of house accommodation provided to a worker will form part of the ordinary rate of wages as defined in subsection (3) of section 59 of the Factories Act,1948.

2. Sub-section (3) of section 59 of the Factories Act, 1948 provides that "for the purposes of this section "ordinary rate of wages" means the basic wages plus such allowances including the cash equivalent of the advantage accruing through the concessional sale to workers of food grains and other articles as the worker is for the time being entitled to but does not include a Bonus". In the present case, it is stated by the Commissioner of Labour in is letter at page 1 ante that "the workers who areeligible for free quarters are provided with the same and are not paid any house rent allowance, while those who are not eligible have to forego house rent allowance admissible and in addition have to pay upto 10% of the basic wages as compensation for use and occupation of the quarters". The eligibility of workers implies some statutory or contractural right ofthe workers to free quarters. If free quarters are thus provided as a matter of right to the workers then the provision of such quarters cannot be considered as an allowance within the meaning of section 59(3). If however, the provision of free quarters is within the discretion of the factory owners, it would be considered as an allowance the value of which will have to be determined with reference to the wages of those who have been paid basic wages without free quarters.

Sd/J.R.D. 9/2

Remembrancer of Legal Affairs.

EKN.27/6/ U.R. to Labour Dept. No.2068 dt.10.2.51.

Legal Department.

Factories Act, 1948.

Section 79.

Whatever may be the intention of the Legislature, the wording of the explanation 1 to section 79 of the Factories Act is not clear and it is rendered still more obscure by the inclusive definition of the expression "authorised leave" in explanation 2. As proposed by Labour and Housing Department the amendment of the Act would be desirable.

Sd/

Additional Secretary to Government.

U.R. to L. & H.D.No.5359, dated the 2nd April 1951.

Office of the R.L.A.

It appears that the Ahmedabad Advance Mills, Ltd., Ahmedabad, and the Managing Agents thereof have jointly given a power of attorney to the manager of the Mills authorising him to act as occupier of the factory. The question raised for the R.L.A's consideration is whether such manager can be considered an occupier within the meaning of section 2(n) of the Factories Act,1948.

"Occupier of a factory" as defined in section 2(n) of the Factories Act,1948, means the person who has ultimate control over the affairs of the factory and where the said affairs are entrusted to a managing agent, such agent shall be deemed to be the occupier of the factory; and clause (o) defines managing agent as having the meaning assigned to it in the Indian Companies Act,1913. It is clear from this definition of occupier that the person to be deemed theoccupier of the factory must have the ultimate control over the affairs of the factory. Section 100(1) provides that, where the occupier of a factory is a firm or other association of individuals, any one of the individual partners or members thereof may be prosecuted and punished under this Chapter for any offence forwhich the occupier of a factory is punishable. This provision provides for the determintion of the person to be liable to punishment under the Act whorethe firm or the association of individuals is the occupier of a factory. Obviously this provision contemplates that the firm or association of individuals has the ultimate control over the affairs of a factory. In the present case it appears theat the Company or the Managing Agents thereof must have the ultimate control over the affairs of the factory.....

factory and consequently, the company of the Managing Agents would bedeemed to be the occupier of the factory. The ultimate control over the affairs of the factory vests in the Company or the Managing Agent by Virtue of the provisions of the Memorandum and Articles of Association. If so, it would not be competent for the Company of the Managing Agents to execute a power of attorney to the Manager of the factory entrusting him with the ultimate control over the affairs of the factory unless the Memorandum and Articles of Association so provide for the purpose. If necessary, the Memorandum and Articles of Association may be examined for the purpose before any final decision is taken.

The other questions raised by the Chief Inspector of Factories do not arise out of the facts of the present case and, therefore, being hypotehtical cannot be considered.

Sd/-P.N.Lad. 19/1

Remembrancer of Legal Affairs.

U.R. to L.&H.D.No;1325 dated 20th January 1951.

EKN.25/6/

R.I.No.6484 dt.2-4-51.

Submitted.

It appears that Capt. K.D.Paranjape lessee of Sugarcane Products of Industries Ltd.,Bijapur applied to the Chief Inspector of Factories on 1-1-1951 for registration and licensing of his factory but since he refused to pay the fee for the full year he has been refused a license and he was asked to intimate if he wants to appeal to Govt. under sec. 6(3) of the Factories Act,1948. In view of the provisions of sec.105. the Secy.Lab. & Housing Dept. is of the view that a prosecution has got to be filed against him before 1st April 1951 and that the 30 days period allowed for appeal cannot be excluded from the time limit provided in sec.106. The R.L.A. is requested to advise.

EKM.28/6/

Legal Department.

The view taken by the Secretary, Labour and Housing Department at page 12 ante is correct.

Sd/

Additional Secretary to Government.

U.R. to L.& H.D. 7097, dated the 4th May 1951.

EKN.27/6/

Legal Department.

The view taken by the Tata Oil Mills Company Limited is correct.

2. The point at issue is governed by the provisions of Chapter VIII of the Indian Factories Act,1948 (India Act.No;LXIII of 1948). That chapter deals with "leave with wages". The principal ~~xxxx~~ provisions of that Chapter dealing with "leave with wages" are those contained in section 78 to 80. Broadly speaking, the question as dealt with the those sections falls into three parts:-

(1) The quantum of leave with pay to which a worker is entitled;

(2) The extent of accumulation of earned leave which a worker may make; and

(3) The payment of wages to a worker, whose services have ceased, for the period for which he would have been entitled to go on leave but did not go on leave.

3. On the first part of the question, the law as embodied in section 79(1) of the Act says in effect that an adult worker shall get oneday of leave with wages for every twenty days of work which would, in practice, come to about 15 days per year. On the second part, the law as embodied in section 79(2) in effect states that an adult worker shall not be able to carry forward more than 15 days' leave from one year to the next. The result is that, in all an adult worker would be able to accumlate about 30 days' leave. On the third part, the law ~~is~~ as embodied in section 79(7) states that the worker who is ~~discharged~~ discharged shall be entitled to the payment of an amount representing his average wages for the period of leave which he would have taken under the law.

4- Now, the rights and obligations of the employer and the workers would ordinarily be governed by these provisions of law. But the first para of section 78 (1) makes a further provision in favour of the

workers.....

workers and that provision is that the provisions of Chapter VIII shall not operate to the prejudice of any rights to which a worker may be entitled under any other law or under the terms of any award, agreement or contract of service. Therefore, if there is an agreement between an employer and an employee which gives the employee ~~whether~~ better terms than those laid down by the provisions of law the worker will be entitled to ~~those laid down by the provisions of law~~ those better terms. In the present case the agreement between the Tata Oil Mills Co.,Ltd.,and their employees on the three aspects of the question of leave mentioned in para 2 above is that-

(1) the worker is allowed 30 days of leave with pay;

(2) he is allowed to accumulate leave with pay up to 90 days; and

(3) no payment at all to a worker if he is dismissed for misconduct.

The first two are more favourable to the worker than the provisions of the Act, and therefore the terms of the agreement on the first two parts would prevail. On the third, the term of the agreement is contrary to section 79(7), and therefore the provisions embodied in section 79(7) will prevail,that is to say, the Company will be bound to pay to dismissed employee in accordance with the provisions of sub-sections (1) (2) and (7) of section 79. The company will, therefore, in practice have to pay for a maximum of 30 days of accumulated leave. This is the effect of the construction of the first para of section 78.

5- The second para. of section 78(1) reads as follows:-

> "provided that, where such award, agreement or contract of service provides for a longer leave with wages than provided in this Chapter, the worker shall be entitled only to such longer leave".

This proviso is in the nature of a limitation of the extension of rights made in favour of the worker by the first.....

first para. Extent of the limitation is indicated by the words "leave with wages" and "only to such longer leave". Thereby the inference is that the extension of rights of a worker permitted by the first para. of section 78(1) will incase of leave with wages be limited to the quantum of leave and not the payment in lieu of leave. The dismissed employees can, therefore, only claim, in lieu of leave not enjoyed, payment at the most for 30 days in accordance with the provision of sub-section (7) of section 79 read with sub-sections (1) and (2) of that section. As the Tata Oil Mills Company has conceded the claim to that extent, no further claim can be legally made against them by the dismissed employees. However, as the question involved is not entirely free from doubt, the L.& H.D. should refer the matter to Govt. of India in view of the fact that it relates to the interpretation of a Central Act.

Sd/ B.D.M.

Additional Secretary to Government.

EKN.27/6/

Legal Department.

The judgment of the Bombay High Court in the case of the State Vs.A.P.Trivedi (Criminal Appeals Nos.33/51 and 34/51) does not really go into the question how early or at what point of time a proposed change in the system of work is required to be notified under section 61(10) of the Factories Act,1948 (Act 63 of 1948). That being so, till there is another decision on the specific question of the point of time when the notice of such a proposed change is to be given, the view taken in Emp.vs.Nankbhai (58 Bom.137) may be followed, the said view being not inconsistent with the wording of sub-section (1),(2) (9) and (10) of section 61 of the Factories Act,1948.

Sd/B.D.M.

Additional Secretary to Government.

U.Rt to L.&H.D.No.12685 dated the 7th August 1951.

EKN.27/6/

LEGAL DEPARTMENT.

ndian Factories A t,1948 sec,46(1) Bombay Factories Rules,1950 Rule 78. Maintenance of Canteens.

The question raised for the R.L.A's consideration is whether section 46 of the Factories Act,1948, permits maintenance of canteens through contractors.

Section 46(1) of the Factories Act,1948, provides that the Provincial Government may make rules requiring that in any specified factory wherein more than 250 workers are ordinarily employed, a canteen or canteens shall be provided and maintained by the occupier for the use of the workers. This provision empowers Government to make rules requiring the occupier of a factory to provide and maintain a canteen or canteens for the use of workers. "To provide" means to furnish or to supply; and "to maintain", as defined in Webster's International Dictionary, means to keep in a particular state or condition, to support; to continue; not to suffer to cease, to bear the expenses of. The word "maintain" signifies to support what is already brought into existence (see Iyer's Law Lexicon,pp.766-67). It is, therefore clear that the occupier of a factory can be required to provide and to continue after so providing a canteen or canteens for the use of workers and the expenses of maintaining such canteen will have to be borne by the occupier of a factory. It would therefore be competent for a occupier of a factory to maintain canteens through contractors, provided they are run according to the rules made by Government under section 46(1). It is true that rule 78 precludes the element of profit in fixing prices of food stuffs served by the canteen. Ordinarily no Contractor would undertake contract on those terms. But the provision of this rule can be complied with by a system of subsidy from the Factory. The view taken by Secretary, Labour and Housing Department, is correct.

Sd/B.D.M.

Additional Secretary to Government

U.O. to L.Sn.n.No.15[illegible], dated the 2nd October 1951.

EKN.27/67

LEGAL DEPARTMENT.

It appears that the work of preparing lists of candidates, consolidation of the results and the preparation of the statements of marks etc., of the Secondary School Certificate Examination of October 1951 has been entrusted on contract to the British Tabulating Machine Co.Ltd.,Bombay. On account of the confidential nature of this work the secondary School Certificate Board has made it is condition that the work should be carried out at the Board's premises. The Chief Inspector of Factories has stated that the Secondary School Certificate Examination Board would be required to have its office registered and licensed as a Factory to carry out the above work in the Board's premises. The question raised for the R.L.A's consideration is whether the premises of the Secondary School Certificate Examination Board at Poona where the work of preparing the lists of candidate etc., of the Secondary School Certificate Examination is being carried on with the help of the Hollerith equipment becomes subject to the Factories Act,1948,. An essential ingredient of a "factory" within the meaning of the Factories Act, 1948, is that a manufacturing process must be carried on therein. "Manufacturing process" is defined in clause (k) of section 2 of the Act. The chief Inspector of Factories in his letter at page 15 writes as follows:-

"The operations on tabulating machines broadly consists of three processes, namely:-

(1) punching the card in (a copy of punched card enclosed),

(2) electrical sorting and

(3) electrical tabulating.

The.....

The punching of card for further process in itself tantamounts to "adapting it for use and as such it is a "manufacturing process" within the meaning of section 2 (k) (i) of the Factories Act,1948-

What is contemplated by the expression "adapting any article or substance with a view to its..... use" in sub-clause (i) of clause (k) of section 2 is that the article or substance in question must be adapted to another use, for example, natural flowers being made into wreaths or cardboard sheets being converted into cardboard boxes. In the present case cards in themselves are not adapted to any other use. The fact that by reason of punching sorting and tabulating they afford certain information will not amount to adaptation. The position in the case of punched cards is the same, as if the information was printed or typed on them. The question therefore, properly has to be considered with reference to sub-clause(iv) of clause (k) of section 2 giving the definition of "manufacturing process". Sub-clause (iv) runs as follows.

> "(iv) printing by letter press, lithography, photogravure or other similar work or book-binding, which is carried on by way of trade or for purposes of gain, or incidentally to another business so carried on;"

The preparation of the lists of candidates, consolidation of the results and the preparation of the statements of marks etc., of the Secondary School Certificate Examination with the help of Hollerith equipment will fall under the general provision "other similar work" in that sub-clause. However, what is further necessary for the purpose of holding it a manufacturing process is that such work must be carried on by way of trade or for purposes of gain or incidental to another business so carried

on.....

on. The automatic compilation and production of all kinds of accounting and statistical date with the help of Hollerith equipment is to facilitate the work of the Secondary School Certificate Examination Board, which work is not being done by way of trade or for purposes of gain nor is it incidential to another business. In the circumstances it appears that the Indian Factories Act,1948, would not apply and the premises need not be registered nor a licence be taken under the Act.

Sd/B.M.D.

Additional Secretary to Government.

U.R. TO Lab. & H.D.,No.16225 dated the 15th October 1951.

EKN.27/6/

Office of the R.L.A.

The question raised for the R.L.A's consideration is whether in the case of proprietary concerns which may have no Board of Directors or Shareholders or which may have no partners as in the case of private firms, the proprietor can delegate under the Factories Act,1948 powers and duties of the occupier to the Manager by a Power of Attorney.

2. The reply to the question is in the negative . Under the Factories Act,1948, the occupier is required to perform certain duties and is liable to be prosecuted for default therein. Section 100 of the Act provides for determining an occupier in certain cases. A proprietary concern would not fall under that provision. 'Occupier' as defined in section 2 clause (o) of section 2 has the meaning assigned to it the Indian Companies Act. The owner of a proprietary concern has the ultimate control over the affairs of the factory andas such he alone can be considered an occupier within the meaning of section 2 clause(n). There is no provision in the Factories Act empowering an occupier to any person. As stated above an occupier is liable to be prosecuted for failure to perform his duties and functions as provided in the Act. This liability for prosecution cannot be shifted on to any person by the proprietor of a concern by delegating to him the powers and duties of the occupier.

means a person who has ultimate control over the affairs of the factory and where the said affairs are entrusted to a managing Agent such agent shall be deemed to be the occupier of the factory.

'Managing Agent' as defined in clause (o)

Sd/ J.R.D. 8/12

Remembrancer of Legal Affairs.

U.R. to R.& H.D.No.19806, dated the 10th December 1951.

EKN.27/6/

Office of the R.L.A.

There would be no legal objection to issuing the renewed licenses under the stamped signature of the Chief Inspector of Factories (See R.L.A's opinion No.13753, dated the 29th September 1950 a copy of which appended).

Sd/J.R.D.

21/12

Remembrancer of Legal Affairs.

U.R. to L.& H.D.No.20377,dated the 21st December 1951.

EKN.25/6/

Office of the R.L.A.

It appears that Messrs.Burmah Shell Oil Storage & Distributing Company of India Ltd. is a private limited company registered in England having their factories at various places in the State of Bombay. The Directors of the Company are in England and by the Power of Attorney the Branch Manager has been appointed 'Occupier' in resect of their installations and depots which are registered as 'factories' in the State of Bombay. The question raised for the R.L.A's consideration is whether the appointment of the Branch Manager as 'Occupier' by a Power of Attorney would make him liable as occupier under section 100 of the Factories Act, 1948.

2. Section 100(1) of the Indian Factories Act, 1948 provides that where the occupier of a factory is a firm or other association of individuals any one of the directors thereof on in the case of a private company any one of the shareholders thereof may be prosecuted and punished under this Chapter for any offence for which the occupier of the factory is punishable. The proviso thereto provides that the Company may give notice to the Inspector that it has nominated a Director or in the case of a private Company a Shareholder who is resident in either case within the provinces of India to be the occupier of the factory for the purposes of this chapter and such director or shareholder, as the case may be, shall, so long as he is a resident, bedeemed to be the occupier of the factory for the purposes of this chapter until further notice cancelling his nomination is received by the Inspector or until he ceases to be a director or a shareholder.

'Occupier.....

* individual partners or members thereof may be prosecuted and punished under this chapter (chapter IX) for any offence for which the occupier of the factory is punishable- sub-section (2) provides where the occupier of a factory is a company any one of the *

'Occupier of a factory' as defined in section 2 clause (n) of the Act means a person who has ultimate control over the affairs of the factory and where the said affairs are entrusted to a managing Agent such agent shall be deemed to be the occupier of the factory. "Managing Agent' as defined in clause (o) of the Section has the meaning assigned to it in the Indian Companies Act. Since Messrs. Burmah Shell Oil Storage & Distributing Compony of India Ltd. is a private limited company the relegant provision applicable to it would be section 100(2) and it would be competent for the company to nominate a shareholder who is resident in the Bombay State to be the occupier of the factory. The Manager who has been appointed as occupier by the Power of Attorney does not appear to be shareholder and consequently his appointment as 'occupier' would not be valid. Although the company has been registered in England it is bound to comply with the Constitution and the laws of the Bombay State into which it has extended its operation.

3. In the second case,- The Hind Cycles Ltd., which is also a private company has by a ~~private company~~ resolution of the Board of Directors appointed Shri Mahadeo Singhi, a Shareholder of the company, as 'occupier' and the company seems to have given notice to the Inspector of the appointment of Shri Mahadeo singhi as occupier of the Factory for the purposes of the Factories Act. Apparently, the appointment of Shri Mahadeo Singhi and the notice given to the Chief Inspector of his appointment are covered by the proviso to section 100(2) of the Act. There would therefore, be no leagal objection to recognizing Shri Mahadeo Singhi as occupeir of the factory.

Sd/J.R.D. 10/12

Remembrancer of Legal Affairs.

EKN.27/6/ U.R. to L.&H.D.No.19813, dated 10th December 1951.